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American General Life Insurance Company

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

AMERICAN GENERAL LIFE INSURANCE
COMPANY,

Plaintiff,

vs.

MIRLA DAVILA, an individual, and PILAR
GONZALEZ GORTINSKY,

Defendants.

AND RELATED CROSS-ACTION

Case No. 2:20-cv-01413-JAM-AC

**ORDER GRANTING
STIPULATION FOR AN ORDER
OF DISCHARGE AND DISMISSAL
WITH PREJUDICE OF
PLAINTIFF/CROSS-DEFENDANT
AMERICAN GENERAL LIFE
INSURANCE COMPANY**

The stipulation of Plaintiff/Cross-Defendant American General Life Insurance Company (hereinafter “American General”), Defendant/Cross-Defendant Mirla Davila (“Davila”), and Defendant/Cross/Claimant Pilar Gonzalez Gortinsky (“Gortinsky”) (Davila and Gortinsky hereinafter referred to collectively as “Defendants”) (Defendants and American General referred to hereinafter as “the Parties”), came before this Court for consideration in due course. For good cause, it is hereby determined:

1. That, American General issued life insurance policy no. YME0005337 (“the Policy”), to Alex Gortinsky (“Decedent”) on or about September 27, 2004, with a face value of \$500,000.00;

1 2. That, Decedent and Gortinsky were divorced in 2018 in which the judgment on
2 reserved issues (“the Judgment”), awarded the Policy to Decedent as his sole and separate property
3 with the provision that he name each of his children as the sole beneficiary of \$150,000.00 each for
4 a collective total of \$300,000.00;

5 3. That, Decedent and Davila were married in 2018;

6 4. That, American General received a Change of Beneficiary Request form dated
7 October 8, 2019, purportedly requesting that Davila be designated primary beneficiary for 40% of
8 the benefits and attempting to designate Decedent’s and Gortinsky’s two children as “contingent”
9 beneficiaries each with a 30% contingent beneficiary interest;

10 5. That, American General alleges in the Complaint that said Change of Beneficiary
11 Request form was defective, which Davila denies;

12 6. That, Decedent died on or about October 9, 2019;

13 7. That, following Decedent’s death, Davila submitted a Proof of Death Claimant
14 Statement dated October 19, 2019, seeking to recover 40% of the life insurance proceeds;

15 8. That, on or about November 8, 2019, Gortinsky submitted a Proof of Death Claimant
16 Statement to recover 40% of the proceeds;

17 9. That, on account of the death of the Decedent, \$500,000.00 in life insurance benefits
18 became due and payable under the Policy;

19 10. That, on June 29, 2020, pursuant to the terms of the Judgment, American General paid
20 the undisputed \$300,000.00 of the life insurance benefits, with interest, to the Trustee of Trust
21 established for the benefit of Decedent’s and Gortinsky’s two children;

22 11. That, at no time did American General know who was legally entitled to receive the
23 remaining 40% life insurance benefits, or any portion thereof, because of the dispute between
24 Defendants as to which Defendant is entitled to the 40% of the life insurance benefits;

1 12. That, on July 13, 2020, American General filed its Complaint in Interpleader and
2 Declaratory Relief and stated a proper cause for interpleader in good faith and without collusion
3 with any of the parties hereto, to resolve all disputes over the remaining life insurance benefits;

4 13. That, on October 7, 2020, American General deposited the remaining 40% of the life
5 insurance benefits, with interest, in the amount of \$201,842.86 into the registry of this court for
6 depositing into an interest bearing account;

7 14. That, American General had no other means of protecting itself from the vexation of
8 duplicative claims and therefore was entitled to interplead the life insurance benefits and to obtain
9 judgment of this Court releasing American General from further participation in this matter;

10 15. That, this Court has subject matter jurisdiction of this interpleader action and personal
11 jurisdiction over the Parties;

12 16. That, having brought the action, American General is hereby discharged from any and
13 all liability to Defendants as well as their heirs, successors, assigns, representatives, agents and/or
14 anyone purporting to act on their behalf, based upon and/or with respect to the terms of the Policy,
15 the benefits payable under the Policy, the death of Decedent and/or Defendants' respective claims
16 for the life insurance benefits;

17 17. That, Defendants and their heirs, successors, assigns, representatives, agents and/or
18 anyone purporting to act on their behalf, shall be permanently restrained and/or prohibited from
19 instituting or prosecuting any proceeding in any state court, United States Court, or administrative
20 tribunal against American General based upon and/or with respect to the terms of the Policy, the
21 benefits payable under the Policy, their claim for the life insurance benefits payable under the
22 Policy, and American General's handling of the Policy, administration of the Policy, or its handling
23 of the claims for the life insurance benefits under the Policy;

1 18. That, American General is hereby dismissed from this matter inclusive of the Cross-
2 Claim with prejudice; that the dismissal and discharge of American General does not affect any
3 claims Defendants may have against each other; and that the action shall continue as between
4 Defendants;

5 19. That, American General shall receive a total of \$7,000.00 to cover its fees and costs
6 incurred in bringing this interpleader action, and that said sum shall be paid from the life insurance
7 proceeds deposited into the registry of this court in a check made payable to: “American General
8 Life Insurance Company”, and sent to American General’s counsel of record: Dennis J. Rhodes,
9 Wilson Elser, 525 Market St., 17th Floor, San Francisco, CA 95104;

10 IT IS SO ORDERED:
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13 DATED: December 30, 2020

/s/ John A. Mendez

14 THE HONORABLE JOHN A. MENDEZ
15 UNITED STATES DISTRICT COURT JUDGE
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